

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Inventor(s): Takacs-Nagy, Pal

Appl. No.: 10/784,374

Conf. No.: 8929

Filed: February 23, 2004

Title: SYSTEMS AND METHODS EXTENDING
AN EXISTING PROGRAMMING
LANGUAGE WITH CONSTRUCTS

PATENT APPLICATION

Art Unit: 2193

Examiner: Wang, Jue S.

Atty. Docket No.: ORACL-01389US2

Customer No. 23910

DECLARATION UNDER 37 C.F.R. § 1.132

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

We, Pal Takacs-Nagy and Michael Blevins declare as follows:

1. Along with Michael Douglas Blow, we are the inventors of the subject matter described and claimed in the above-identified patent application.
2. Along with Michael Carey, we are the named authors of the reference Integration, Web Services Style, Vol. 25, No. 4 (December 2002) which has been cited as prior art under 35 U.S.C. 102(a) against the above-identified patent application.
3. Along with Michael Douglas Blow, we were employed at BEA Systems, Inc., when we and Michael Douglas Blow developed the invention described and claimed in the above-identified patent application.
4. The above identified patent application was assigned by Pal Takacs-Nagy and Michael Douglas Blow to BEA System, Inc. as evidenced by the assignment attached hereto.
5. Although Michael Carey is a co-author with us of Integration, Web Services Style, the following teachings of Integration, Web Services Style are our invention alone and/or are derived from us:

As per Claim 1:

- the teaching of a method for extending a language comprising the steps of: selecting a program source file including a workflow definition created using a workflow language (i.e., Java workflow programs; see page 18, section 2.1), wherein the program source file includes a source code and classes therein and a workflow definition that is specified in the form of annotations to the source code and the classes (i.e., a JWF is a Java class with annotations that describe the flow, as described on page 18, section 2.1);
- the teaching of extending the source code with a plurality of workflow constructs, including an action construct representing an activity that allows a first software component to call an operation on a second software component (i.e., JWF includes constructions to specify Java method invocation, as described on page 18, section 2.1);
- the teaching of using a workflow program according to the workflow definition, including processing, using a computer including a processing device operating thereon, the action construct to allow the first software component to call an operation on the second software component as described on pages 18-19, section 2.1; and Figure 1; and
- the teaching of passing, according to the workflow definition in the form of annotations to the source code, information selected from one or more files, documents and/or tasks between system resources, according to a set of procedural rules to generate activities at the computer as defined by the workflow definition as described on pages 18-19, section 2.1 and Figure 1.

As per Claim 18:

- the teachings noted in Claim 1 as described above.

As per Claim 43:

- the teaching of where the workflow definition is invoked by executing a software application (i.e., web service invocation as one of the primary means for starting or continuing interactions with business processes, as described on page 18, paragraph 2).

As per Claim 44:

- the teaching of wherein the program source file is a Web service file that includes the workflow definition constructs as described on page 18, paragraph 2; and page 21, paragraph 3; EN: business processes are web services where the business process is defined by JWF.

As per Claim 45:

- the teaching of wherein the workflow definition constructs of the Web Service file also references methods and variables for software application running on the system using the workflow as described on page 18, last paragraph; and page 19, first paragraph.

As per Claims 52-54

- the teachings noted in Claims 43-45 as described above.

As per Claim 61

- the teachings noted in Claim 1 as described above.

As per Claim 46:

- the teaching of wherein the Web Service file includes the workflow definition constructs as a plurality of workflow annotations to the source code and classes defined in the Web Service file (i.e., annotations reference XQuery methods, as described on page 18, last paragraph; and page 19, first paragraph).

As per Claim 47:

- the teaching of wherein the XML workflow annotations to the source code and classes define a flow logic that can then reference the methods and variables defined in the Web Service file as described on page 18, last paragraph; and page 19 first paragraph.

As per Claim 51:

- the teaching of a Java programming language as the program source file, wherein the Java programming language is extended by adding workflow constructs to said Java programming language, and wherein said extending further comprises embedding the workflow constructs in the Java programming language as described on page 18, last paragraph; and page 19, first paragraph.

As per Claims 55-56 and 60

- the teachings noted in Claims 46-47 and 51 as described above.

As per Claim 48:

- the teaching that the workflow definition commands are invoked by the workflow definition constructs (i.e., annotations reference Java or XQuery methods, as described on page 18, paragraphs 2-3; page 19, paragraph 1 and Figure 1).

As per Claim 57

- the teachings noted in Claim 48 as described above.

As per Claim 49:

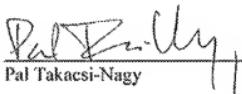
- the teaching that a light-weight virtual machine at the computer that processes the workflow and that is enabled to, at a particular point in the workflow process, save the workflow execution space including program stack and variable state (i.e., the JWF runtime container that enables the application to be deactivated, as described on page 19, paragraph 2).

As per Claim 58

- the teachings noted in Claim 49 as described above.

6. We declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above referenced application or any patent issuing therefrom.

Date: 1/25/10

By: 
Pal Takacs-Nagy

Date: _____

By: _____
Michael Blevins

As per Claim 48:

- * the teaching that the workflow definition commands are invoked by the workflow definition constructs (i.e., annotations reference Java or XQuery methods, as described on page 18, paragraphs 2-3; page 19, paragraph 1 and Figure 1).

As per Claim 57

- * (the teachings noted in Claim 48 as described above.

As per Claim 49:

- * the teaching that a light-weight virtual machine at the computer that processes the workflow and that is enabled to, at a particular point in the workflow process, save the workflow execution space including program stack and variable state (i.e., the JWF runtime container that enables the application to be deactivated, as described on page 19, paragraph 2).

As per Claim 58

- * the teachings noted in Claim 49 as described above.

6. We declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above referenced application or any patent issuing therefrom.

Date: _____

By: _____

Pal Takacs-Nagy

Date: 1/21/10

By: Miller Blevins

Michael Blevins

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Pal Takaci-Nagy,
a resident of Cupertino, California; and

(2) Michael Douglas Blow,
a resident of San Jose, California; and

(3) _____,
a resident of _____; and

(4) _____,
a resident of _____

have invented certain new and useful improvements in:

SYSTEMS AND METHODS EXTENDING AN EXISTING PROGRAMMING LANGUAGE WITH CONSTRUCTS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention being filed HEREWITH, and assigned U.S. Patent Application No. _____.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose, 95131, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

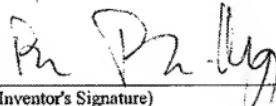
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

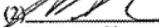
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

3/3/04
Date

(1) 
(Inventor's Signature)

3/3/04
Date


(2) 
(Inventor's Signature)